

11-26-2002

11-26-02



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MEAD 11-26-02

Constar International Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/20/2002

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal Address: Attention: Suzanne Crymes

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Schedule II

B. Trademark Registration No.(s) See Attached Schedule II

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

FEDERAL RESEARCH CORP 1100 17th STREET NW SUITE 920 WASHINGTON DC 20005

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Imole Ogowewo

Name of Person Signing

Maureen P. Murphy

Signature

11/22/2002

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/27/2002 6TON11 00000063 74427235

01 FC:8521 40.00 OP 02 FC:8522 225.00 OP

TRADEMARK REEL: 002625 FRAME: 0251

ANNEX A

Receiving Party : Citicorp North America, Inc., as Collateral Agent

Additional name(s) of conveying parties:

<u>Name</u>	<u>Type of Organization</u>	<u>State of Organization</u>
BFF Inc.	Corporation	Delaware
Constar, Inc.	Corporation	Pennsylvania
Constar Foreign Holdings, Inc.	Corporation	Delaware
Constar Plastics, LLC	Limited Liability Company	Delaware
DT, Inc.	Corporation	Delaware

SCHEDULE II
U.S. Trademarks & Trademark Licenses

TRADEMARKS:

Ref.	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
A6225	US	CONSTAR	74/427235	8/23/1993	1840582	6/21/1994
A6224	US	CONSTAR and Design	76/114291	8/22/2000		
A6234	US	NITROSTAR	76/395924	4/15/2002		
6216	US	OXBAR	75/769688	8/6/1999		
6212	US	STARFLASK	75/860983	11/30/1999	2440523	11/30/1999
A6217	US	STARFLEX	AWAITED	6/20/2002		
A6721	US	STARSHIELD	75/418545	1/15/1998	2339116	4/4/2000
A6721	US	STARSHIELD	75/898673	1/19/2000	2446117	4/24/2001

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Ref.	Country	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
A6242	US	STARSHIELD SOLUTIONS	LPK	75/898932	1/2/2001		
A6720	US	SUPERSTAR	LR	75/404006	12/11/1997	2455405	5/29/2001
A6720	US	SUPERSTAR	LR	75/404006	12/11/1997	2400496	10/31/2000

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TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of November 20, 2002, made by CONSTAR INTERNATIONAL INC., a Delaware corporation (the "*Borrower*"), each Domestic Subsidiary of the Borrower listed on Schedule I hereto (collectively, the "*Subsidiary Guarantors*" and, together with Borrower, the "*Grantors*") in favor of CITICORP NORTH AMERICA, INC., as collateral agent (in such capacity, and together with any successors in such capacity, the "*Collateral Agent*") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantors, as collateral security for the payment and performance in full of all the Obligations, hereby collaterally pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantors (the "*Trademarks*"):

- (a) all Trademarks listed on Schedule II hereto;
- (b) all registered Trademark Licenses listed on Schedule II hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]


IN WITNESS WHEREOF, the each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSTAR INTERNATIONAL INC.,

By: 
Name: James C. Cook
Title: Executive Vice President,
CFO & Secretary

EACH OF THE DOMESTIC
SUBSIDIARIES LISTED ON SCHEDULE
I HERETO,

By: 
Name: James C. Cook
Title: Chief Financial Officer

Accepted and Agreed:
CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:
CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: Myles Kassin
Name: Myles Kassin
Title: Vice President

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Domestic Subsidiaries:

<u>Name</u>	<u>Address</u>
Constar, Inc.	One Crown Way, Philadelphia, PA 19154 Attention: James Cook Telecopy: (215) 552-3700
BFF Inc.	One Crown Way, Philadelphia, PA 19154 Attention: James Cook Telecopy: (215) 552-3700
DT, Inc.	One Crown Way, Philadelphia, PA 19154 Attention: James Cook Telecopy: (215) 552-3700
Constar Plastics, LLC	919 Market Street, Suite 406, Wilmington, DE 19801
Constar Foreign Holdings, Inc.	One Crown Way, Philadelphia, PA 19154 Attention: James Cook Telecopy: (215) 552-3700

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

See attached.

SCHEDULE II
U.S. Trademarks & Trademark Licenses

TRADEMARKS:

Ref.	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
A6225	US	CONSTAR	74/427235	8/23/1993	1840582	6/21/1994
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6212	US	STARFLASK	75/860983	11/30/1999	2440523	11/30/1999
A6217	US	STARFLEX	AWAITED	6/20/2002		
A6721	US	STARSHIELD	75/418545	1/15/1998	2339116	4/4/2000
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TRADEMARK LICENSES

None.